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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

Attorneys for Plaintiff, JUDITH BRUBAKER, an individual, on behalf of herself individually and on behalf of all others similarly situated

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JUDITH BRUBAKER, an individual,  
on behalf of themselves individually  
and on behalf of all others similarly  
situated,

Plaintiff,

vs.

THE ENSIGN GROUP, INC., a  
California corporation; DOES 1  
through 10, inclusive,

Defendants.

Case No. **SACV12-00929 JVS (JPRx)**

**CLASS ACTION COMPLAINT**

- (1) **FAILURE TO PAY OVERTIME COMPENSATION;**
- (2) **FAILURE TO PROVIDE LEGALLY MANDATED MEAL PERIODS;**
- (3) **FAILURE TO PROVIDE LEGALLY MANDATED REST BREAKS;**
- (4) **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- (5) **UNFAIR COMPETITION UNDER BUSINESS & PROFESSIONS CODE SECTION 17200;**
- (6) **WAITING-TIME PENALTIES;**
- (7) **VIOLATION OF THE FLSA**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Judith Brubaker ("Plaintiff"), on behalf of herself individually and  
2 on behalf of all others similarly situated, hereby files this Complaint against  
3 Defendants The Ensign Group, Inc. and DOES 1-10 (hereafter collectively referred  
4 to as "Ensign" or "Defendants"). Plaintiff is informed and believes, and on that  
5 basis, alleges as follows:

### 6 7 INTRODUCTION

8 1. For over 50 years, California's courts and legislature have recognized  
9 that this State's wage-and-hour laws serve a compelling public interest of fostering  
10 a stable job market. Wages are not ordinary debts. Because of the economic  
11 position of the average worker and his or her family, it is essential to the public  
12 welfare that employers obey the wage-and-hour laws so that employees are  
13 promptly paid the minimum wages and overtime sums that the Legislature has  
14 dictated as being due to employees. So fundamental are California's wage and hour  
15 laws, that the legislature has criminalized certain employer conduct, which violates  
16 those laws. The Fair Labor Standards Act ("FLSA") has an equally rich history  
17 protecting workers.

18 2. This is an action for violation of federal and state wage and hour laws.  
19 Plaintiff seeks to certify a nationwide collective action under 29 U.S.C. § 216(b)  
20 and a California class action pursuant to Federal Rule of Civil Procedure, Rule 23.  
21 The case arises out of an ongoing wrongful scheme by Ensign to unlawfully  
22 deprive certain of its employees the minimum benefits required by California's  
23 wage-and-hour laws and the FLSA.

24 3. Plaintiff and members of the class previously worked for, continue to  
25 work for, or in the future will be employed by Ensign as (collectively "Class  
26 Members" or "the Class"). In this Complaint, "Therapists" includes all current and  
27 former occupational therapists, physical therapists, and any other similarly-  
28

1 designated title or similarly-situated position. Defendants employed Therapists to  
2 provide the day-to-day rehabilitative services to clients in their facilities.

3 4. Since at least June 2008 to the present, Plaintiff and the Class have  
4 suffered common financial harm as their employer Ensign has violated, and  
5 continues to violate, (i) multiple provisions of California's wage-and-hour laws  
6 including, but not limited to, Labor Code Sections 203, 226, 226.7, 510, and 512;  
7 (ii) the Unfair Competition Law ("UCL") codified in California Business and  
8 Professions Code Sections 17200, *et seq.*; (iii) Industrial Welfare Commission  
9 Wage Order 4-2001, which is incorporated into the California Code of Regulations;  
10 and (iv) the FLSA. More specifically, Ensign denies Class Members statutorily-  
11 mandated compensation for overtime and missed meal and rest breaks, and also  
12 fails to provide accurate itemized wage statements as required by California law.  
13 Ensign also denies the nationwide class statutorily-mandated overtime wages under  
14 the FLSA. Accordingly, Plaintiff, on behalf of herself and the Class Members, seek  
15 to recover (i) unpaid overtime compensation and interest thereon; (ii) compensation  
16 for missed meal-and-rest periods; (iii) civil penalties and/or damages for failure to  
17 provide accurate, itemized wage statements; (iv) waiting-time penalties; (v)  
18 injunctive and other equitable relief; and (vi) attorneys' fees and costs.

19 5. Defendants accomplish their labor law violations through systematic  
20 and uniform policies that place unrealistic amounts of work on Therapists, while  
21 requiring them to only report eight hours of work per day. Therapists routinely  
22 perform work without pay and, almost daily, miss their meal and rest breaks.  
23 Plaintiff is not paid for these missed meal and rest breaks.

24 **ENSIGN'S UNLAWFUL WAGE-AND-HOUR POLICIES IN CALIFORNIA**

25 6. From at least June 2008 to present (the "Class Period"), Ensign has  
26 maintained illegal work policies that uniformly affect the class of Therapists. These  
27 policies require, encourage, and permit Therapists to perform their work in  
28

1 violation of California labor laws under the following unlawful conditions:

2 7. Ensign has further required Plaintiff and the Class to:

- 3 a. Work without being provided timely itemized statements  
4 accurately showing the Therapists' total hours worked, as well  
5 as required overtime compensation and meal-and-rest break  
6 premiums;
- 7 b. Work without their employer maintaining accurate payroll  
8 records showing the hours worked daily by Therapists; and
- 9 c. Work without being paid full compensation owed (including  
10 unpaid overtime) in a prompt and timely manner upon  
11 termination of employment.

12 **STATUTORY DAMAGES OWED TO THE CALIFORNIA CLASS**

13 8. Based on the above, Plaintiff is owed at least the following by  
14 Defendants:

- 15 a. *Unpaid Wages:* California Labor Code §§ 204 and 1197 require  
16 Ensign to pay Plaintiff at least the minimum wage for all wages  
17 due. Plaintiff was not paid at all for any work performed passed  
18 her eight-hour shift and as such, are owed wages for this work.  
19 The failure to provide all wages due constitutes a violation of  
20 PAGA and entitles Plaintiff to statutory penalties under Cal.  
21 Labor Code §§ 558 and 2699, *et seq.*
- 22 b. *Unpaid Overtime:* California's wage-and-hour laws, including  
23 Labor Code Section 510 and the applicable Wage Order legally  
24 require Ensign to pay Plaintiff and the Class Members  
25 overtime. As a result of Ensign's failure to compensate  
26 Plaintiff and the Class for such overtime, Ensign must make  
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1 restitution to Plaintiff and the Class for all back overtime pay,  
2 plus interest.

3 c. *Lost Meal Period Pay:* California Labor Code Sections 226.7  
4 and 512 and the applicable Wage Order require Ensign to  
5 provide Plaintiff and Class Members full and uninterrupted off-  
6 duty meal periods. For each day Plaintiff and the Class did not  
7 take lawful meal periods, they are owed an additional hour of  
8 pay at their regular rate.

9 d. *Lost Rest Period Pay:* California Labor Code Sections 226.7  
10 and 512 and the applicable Wage Order require Ensign to  
11 authorize and permit Plaintiff and the Class Members to take  
12 full and uninterrupted rest periods. For each day Plaintiff and  
13 the Class Members were not authorized and permitted to take  
14 lawful rest periods, they are owed an additional hour of pay at  
15 their regular rate.

16 e. *Failure to Provide Accurate Itemized Wage Statements:* Since  
17 at least June 2008, Ensign has not furnished each of the Class  
18 Members with timely itemized wage statements accurately  
19 showing total hours worked by each such Class Member, as  
20 required by Labor Code Section 226, as well as meal-and-rest  
21 break premiums. Accordingly, Defendants owe each Class  
22 Member \$50 for the initial pay period in which Ensign failed to  
23 provide a statement showing total hours worked (and other  
24 required information) and \$100 for each subsequent pay  
25 period, up to a total of \$4000.

26 f. *Failure To Timely Pay Former Employees:* Since at least June  
27 2008, Ensign has willfully failed and refused, and continues to  
28

1 fail and refuse, to timely pay wages due for overtime  
2 compensation to former Class Members at the conclusion of  
3 their employment with Ensign. Accordingly, these former  
4 employees are entitled to statutory penalties under Labor Code  
5 Sections 201-203.

6 9. Unless this case proceeds as a class action, Defendants will likely  
7 continue their illegal labor law violations with impunity. Plaintiff and the Class  
8 are therefore entitled to class-wide remedy, including injunctive relief, money  
9 damages, and all statutory penalties, plus interest, attorneys' fees and all other  
10 costs associated with Defendants' misconduct.

11  
12 **FLSA COLLECTIVE ACTION ALLEGATIONS**

13 10. Plaintiff brings the Seventh Claim for Relief as a nationwide  
14 collective action pursuant to the FLSA on behalf of all Therapists employed by  
15 Ensign on or after the date that is three years before the filing of the Complaint in  
16 this case (herein "FLSA Collective Plaintiffs").

17 11. At all relevant times, Plaintiff and the other FLSA Collective  
18 Plaintiffs has been, and are, "similarly situated" as that term is defined by relevant  
19 case law. In particular, the FLSA Collective Plaintiffs have substantially similar  
20 job requirements, job duties, and pay provisions. They have all been subject to  
21 Ensign's common decisions, policies, programs, practices, procedures, protocols,  
22 routines and rules.

23 12. Ensign willfully failed and refused to pay the FLSA Collective  
24 Plaintiffs at legally-required time-and-a-half rate for work in excess of 40 hours  
25 per workweek and willfully failed to keep adequate time records as required by  
26 the FLSA to complete its unlawful scheme to deprive the FLSA Collective  
27 Plaintiffs their overtime wages.  
28





1 2008 - 2010, Ensign served nearly 30,000 patients. (See Ensign Form 10-K for  
2 Fiscal Year 2010, p. 55.)

3 17. Ensign is a flourishing and growing company. Approximately  
4 seventy-five percent (75%) of the company's revenue in 2008 and 2010 came  
5 from Medicare and Medicaid Programs. *Id.* at 88. In 2009, Ensign's revenue was  
6 \$542 million. This increased in 2010 to \$649.5 million. Since January 2009, the  
7 company has acquired twenty facilities and a new home health and hospice  
8 operation. In January 2010, the company purchased new skilled nursing facilities  
9 in Idaho for \$7.6 million, paid for in cash. On May 1, 2010, Ensign purchased  
10 still two more skilled nursing facilities in Texas for approximately \$8.5 million  
11 and another home health and hospice operation in Idaho for approximately \$2.7  
12 million. All of these purchases were paid in cash. *Id.* Needless to say, Ensign is  
13 prospering.

14 18. Ensign prides itself on having a "dedicated front-line care staff, who  
15 participates daily in the clinical and operations improvement of their individual  
16 facilities." *Id.* at 8. Its staff must all comply with the Ensign Group, Employee  
17 Compliance & Code of Conduct Manual. Ensign runs its facilities from a  
18 centralized location called the Service Center. The Service Center, located in  
19 Mission Viejo, California, provides "centralized information technology, human  
20 resources, accounting, payroll, legal, risk management, education, and other key  
21 services." (See Ensign Form 10-K for Fiscal Year 2010, p. 8.)

22 19. Plaintiff sues Defendants DOES 1 through 10 under fictitious names.  
23 Their true names and capacities, whether individual, corporate, associate or  
24 otherwise, are unknown to Plaintiff. When Plaintiff ascertains their true names  
25 and capacities, they will seek permission from this Court to amend the Complaint  
26 to insert the true names and capacities of each fictitiously named defendant.  
27 Plaintiff is informed and believes that each of these fictitiously named defendants  
28



1 is responsible in some manner for the occurrences alleged herein, and that these  
2 defendants directly and proximately caused Plaintiff's damages.

3       20. On information and belief, at all times relevant to this Complaint,  
4 Defendants, including the fictitiously named defendants, were the servants,  
5 employees, joint employers, integrated employers, alter egos, successors-in-  
6 interest, subsidiaries, affiliated companies or corporations, and joint venturers of  
7 the other Defendants, and were, as such, acting within the course, scope and  
8 authority of each other Defendant. Plaintiff further allege on information and  
9 belief that each of the Defendants acted in concert with, and with the consent of,  
10 each of the other Defendants, and that each of the Defendants ratified or agreed to  
11 accept the benefit of the conduct of each of the Defendants.  
12

#### 13 JURISDICTION AND VENUE

14       21. Plaintiff and each Class Member was an employee of Ensign within  
15 the State of California and was subject to the unlawful policies at some point  
16 during the past four years.

17       22. This Court has original federal jurisdiction under 28 U.S.C. § 1331  
18 because this case is brought under the Fair Labor Standards Act. This Court also  
19 has original jurisdiction over Plaintiff and Class Members' state law claims  
20 pursuant to the Class Action Fairness Act of 2005. 28 U.S.C. § 1367.

21       23. Venue is proper in this judicial District because a substantial part of  
22 the events and omissions giving rise to the claims occurred in this District. Venue  
23 is also proper in this District because there is personal jurisdiction over Ensign,  
24 and a substantial number of unnamed class members reside and work for Ensign  
25 in this District and California. Presently and at all times, Ensign has conducted  
26 substantial, continuous and systematic commercial activities in this District.

27 ///  
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1           24. While Plaintiff seeks a nationwide class for their FLSA “opt-in”  
2 claims, the gravamen of this action is the California state law claims which are  
3 subject to an “opt-out” requirement. Thus, California, as opposed to any other  
4 state, contains the vast majority of class members and witnesses. Indeed, it is the  
5 Plaintiff’s performance of work without just compensation that gives rise to the  
6 claims here – work that was performed by a large number, if not majority, of class  
7 members in California.  
8

9  
10                                   **FACTUAL BACKGROUND**

11           25. Ensign operates, and at all times during the applicable statutory  
12 periods, has done business in Orange County, California and elsewhere within  
13 California. It is also employs Therapists throughout the nation.

14           26. On information and belief, the practices and policies that are  
15 complained of herein were enforced against hundreds of Therapists employed by  
16 Ensign in California and nationwide during the relevant Class period.

17           27. Plaintiff and the other Class Members are covered, or were covered  
18 by, California IWC Wage Order No. 4-2001, 8 Cal. Code of Reg. Section 11040  
19 (hereinafter referred to as the “Wage Order”). As of January 1, 2000, Section 3 of  
20 the Wage Order required employers to pay employees 1½ times their normal  
21 hourly rate for hours worked in excess of 8 per day and in excess of 40 per week,  
22 and at twice the normal hourly rate for hours worked in excess of 12 per day and 8  
23 on the seventh day worked in a workweek.

24           28. Since at least June 2008, Plaintiff has been required to perform work  
25 for which she did not receive any compensation. This work includes any work  
26 performed after her eight hour shift. Most times, this work consists of preparing  
27 the required paperwork including maintaining treatment records and resident files,  
28 drafting progress notes on patients, preparing evaluations of initial meetings with

1 patients, preparing detailed billing records, and creating a daily activity schedule.  
2 Ensign did not and does not pay Plaintiff for this work even though she has  
3 expressly informed Ensign that she cannot complete all the work within eight  
4 hours. No therapist can. Ensign has a policy of refusing to pay Plaintiff for any  
5 work done beyond eight hours per day. Ensign has known these facts and has  
6 required Plaintiff and other Therapists to perform this work without compensation.

7 29. Since at least June 2008, Ensign's Therapists, including Plaintiff,  
8 have regularly worked in excess of 5 hours a day without being afforded full and  
9 uninterrupted off-duty meal periods of at least a one-half hour in which they were  
10 relieved of all duties. They have also regularly worked at least 10 hours a day  
11 without receiving a second full and uninterrupted off-duty meal period of at least  
12 one-half hour in which they were relieved of all duties. Ensign has known these  
13 facts and permitted, encouraged, or required Therapists to forego these meal  
14 periods without compensating them for the missed meal periods. The Therapists  
15 do not fall within any exemption to the meal period requirements of the Labor  
16 Code and the Wage Order.

17 30. Since at least June 2008, Plaintiff and the Class Members have  
18 regularly worked over a four-hour period (or major fraction thereof) without  
19 Ensign authorizing and permitting them to take a paid 10-minute rest period.  
20 Ensign has known these facts and suffered, permitted, encouraged, or required  
21 Plaintiff and Class Members to forego these rest periods. Plaintiff and Class  
22 Members do not fall within any exemption to the rest period requirements of the  
23 Labor Code and the Wage Order.

24 31. Since June 2008, Ensign has failed to furnish each of its Therapists  
25 with timely itemized wage statements accurately showing total hours worked,  
26 required overtime compensation, meal-and-rest break premiums and other  
27 information required to be disclosed by California law.  
28

1           32. Since at least June 2008, Ensign has failed to keep payroll records  
2 showing the hours worked daily by the Therapists.

3           33. Since at least June 2008, Ensign has violated the UCL by the  
4 violations of California law as described above.  
5

6  
7                           **RULE 23 CLASS ACTION ALLEGATIONS**

8           34. As Therapists at Ensign, Plaintiff and the Class regularly worked in  
9 excess of 8 hours per day and in excess of 40 hours per week without payment of  
10 proper overtime compensation as required by California state wage and hour laws.  
11 Plaintiff and the Class were also encouraged and/or required to work in excess of  
12 5 hours per day without taking a full and uninterrupted off-duty meal period of at  
13 least one-half hour and/or to work in excess of 10 hours per day without taking a  
14 second full and uninterrupted off-duty meal period of at least one-half hour.  
15 Plaintiff and the Class were also denied rest periods to which they were entitled  
16 under California law.

17           35. As a direct result of Ensign's unlawful conduct, Plaintiff and the  
18 Class have been deprived of the wages, overtime, and other legal protections to  
19 which they are entitled under California's wage-and-hour laws.

20           36. At all relevant times, Ensign was and is legally responsible for all of  
21 the unlawful conduct, policies, practices, acts and omissions as described in each  
22 and all of the foregoing paragraphs as the employer of Plaintiff and Class  
23 Members. Further, Ensign is responsible for each of the unlawful acts or  
24 omissions complained of herein under the doctrine of "respondeat superior." The  
25 conduct of Ensign managers and supervisors was at all relevant times undertaken  
26 as employees of Ensign, acting within the scope of their employment or authority  
27 in all of the unlawful activities described in each and all of the foregoing  
28 paragraphs.

1           37. As a result of Defendants' misconduct, Plaintiff seeks monetary  
2 damages and civil penalties. Plaintiff brings this action on behalf of herself and  
3 all others similarly situated as a class action pursuant to Federal Rules of Civil  
4 Procedure Rule 23. The Class that Plaintiff seeks to represent is composed of and  
5 defined as follows:

6                   **All current and former California-based Therapists**  
7                   **employed by Ensign at any time within the last four**  
8                   **years from the filing of the original Complaint to the**  
9                   **time of trial of this matter.**

10  
11           38. Plaintiff also seeks to represent a subclass, which is defined as  
12 follows:

13                   **All former California-based Therapists employed by**  
14                   **Ensign at any time within the last four years from**  
15                   **filing the original Complaint to the time of trial of**  
16                   **this matter who did not receive all wages due and**  
17                   **owing to them upon leaving employment with**  
18                   **Ensign.**

19  
20           39. Plaintiff also seeks to represent a subclass, which is defined as  
21 follows:

22                   **All current and former California-based Therapists**  
23                   **employed by Ensign at any time within the last four**  
24                   **years from filing the original Complaint to the time**  
25                   **of trial of this matter who did not receive legally**  
26                   **required meal periods or compensation in lieu**  
27                   **thereof.**  
28

1           40. Plaintiff also seeks to represent a subclass, which is defined as  
2 follows:

3                   **All current and former California-based Therapists**  
4                   **employed by Ensign at any time within the last four**  
5                   **years from filing the original Complaint to the time**  
6                   **of trial of this matter who did not receive legally**  
7                   **required rest periods or compensation in lieu**  
8                   **thereof.**

9  
10           41. Plaintiff also seeks to represent a subclass, which is defined as  
11 follows:

12                   **All current and former California-based Therapists**  
13                   **employed by Ensign at any time within applicable**  
14                   **statute of limitations period who did not receive**  
15                   **proper itemized wages statements as required by**  
16                   **Labor Code Section 226(a).**

17  
18           42. Throughout discovery in this litigation, Plaintiff may find it  
19 appropriate and/or necessary to amend the definition of the Class and Subclasses.  
20 In any event, Plaintiff will formally define and designate a class definition at such  
21 time when Plaintiff seeks to certify the Class and Subclasses.

22           43. This action has been brought and may properly be maintained as a  
23 class action under Federal Rules of Civil Procedure Rule 23 because there is a  
24 well-defined community of interest in the litigation and the proposed class is  
25 easily ascertainable:

26           ///

27           ///

1           a. *Numerosity*: The potential members of the Class as defined are so  
2 numerous that joinder of all the members of the Class is impracticable. While the  
3 precise number of Class Members has not been determined at this time, Plaintiff is  
4 informed and believes that Ensign has employed at least 100 people as Therapists  
5 in California during the Class Period.

6           b. *Commonality*: There are questions of law and fact common to the  
7 Plaintiff and the Class that predominate over any questions affecting only  
8 individual members of the Class. These common questions of law and fact  
9 include, without limitation:

10           i. Whether Ensign violated Wage Order No. 4-2001, Labor Code  
11 Section 510, and the FLSA by failing to pay overtime compensation to Therapists  
12 who worked in excess of 40 hours per week and/or 8 hours a day.

13           ii. Whether Ensign violated Business and Professions Code  
14 Section 17200 by failing to pay overtime compensation to Therapists who worked  
15 in excess of 40 hours per week and/or 8 hours a day.

16           iii. Whether Ensign violated Wage Order No. 4-2001 and Labor  
17 Code Sections 226.7 and 512 by failing to afford Therapists proper meal and rest  
18 periods.

19           iv. Whether Ensign violated Business and Professions Code  
20 Section 17200 by failing to afford Therapists proper meal and rest periods.

21           v. Whether Ensign violated Wage Order No. 4-2001 and Labor  
22 Code Sections 226 and 1174 by failing to keep accurate records of employees'  
23 hours of work, the beginning and end of each work period, meal periods, gross  
24 wages earned, and net wages earned.

25           vi. Whether Ensign violated Labor Code Section 1174 by failing  
26 to keep accurate records of employees' hours of work.

27       ///  
28



1           vii.       Whether Ensign violated Labor Code Section 226 by failing to  
2 timely furnish each Therapist with a statement accurately showing the total hours  
3 the Therapist worked each pay period.

4           viii.     Whether Ensign violated Business and Professions Code  
5 Section 17200 by failing to timely furnish each Therapist with a statement  
6 accurately showing the total hours the Therapists worked each pay period.

7           ix.       Whether Ensign violated Labor Code § 201-203 by failing to  
8 pay overtime wages due and owing at the time that Plaintiff's and other Class  
9 Members' employment with Ensign was terminated.

10          x.        Whether Ensign violated Business and Professions Code  
11 Section 17200 by failing to pay overtime wages due and owing at the time that  
12 Plaintiff's and other Class Members' employment was terminated with Ensign.

13          xi.       Whether Ensign violated Labor Code Section 226 by failing to  
14 timely furnish Plaintiff and Class Member with a statement accurately showing  
15 the total hours worked each pay period, the net wages earned, and gross wages  
16 earned.

17          xii.     Whether Ensign violated Business and Professions Code  
18 Section 17200 by failing to timely furnish Plaintiff and Class Member with a  
19 statement accurately showing the total hours worked each pay period, the net  
20 wages earned, and gross wages earned.

21          xiii.    What were the policies, practices, programs, procedures,  
22 protocols, and plans of Ensign regarding payment of overtime wages for all hours  
23 worked by Therapists.

24          xiv.     What proof of hours is sufficient where Ensign intentionally  
25 failed to maintain time records.

26        ///

27        ///

1           c. *Typicality*: Plaintiff's claims are typical of the claims of the Class.  
2 Plaintiff and all members of the Class sustained injuries and damages arising out  
3 of and caused by Ensign's common course of conduct in violation of law as  
4 alleged herein.

5           d. *Adequacy Of Representation*: Plaintiff is a member of the Class and  
6 will fairly and adequately represent and protect the interests of the Class  
7 Members. Counsel who represent the Plaintiff are competent and experienced in  
8 litigating large wage-and-hour and other employment class actions.

9           e. *Superiority Of Class Action*: A class action is superior to other  
10 available means for the fair and efficient adjudication of this controversy.  
11 Individual joinder of all Class Members is not practicable, and questions of law  
12 and fact common to the Class predominate over any questions affecting only  
13 individual members of the Class. Each Class Member has been damaged and is  
14 entitled to recovery by reason of Ensign's illegal policies and practices. Even if  
15 every individual Class member could afford individual litigation, the court system  
16 could not. It would be unduly burdensome to the court in which the individual  
17 litigation of the numerous cases would proceed. Individualized litigation would  
18 magnify the delay and expense to all parties and to the court system resulting from  
19 multiple trials of the same complex factual issues. In addition, if each individual  
20 Class Member was required to file an individual lawsuit, the large corporate  
21 Defendants would necessarily gain an unconscionable advantage because  
22 Defendants would be able to exploit and overwhelm the limited resources of each  
23 individual Class Member with Defendants' vastly superior financial and legal  
24 resources. By contrast, the conduct of this action as a class action presents few  
25 management difficulties, conserves the resources of the parties and of the court  
26 system, and protects the rights of each Class Member. Plaintiff anticipates no  
27  
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1 difficulty in the management of this action as a class action since the unlawful  
2 conduct at issue is the same with respect to all Class Members.

3 44. The prosecution of separate actions by individual Class Members  
4 may create a risk of adjudications with respect to them that would, as a practical  
5 matter, be dispositive of the interests of other Class Members not parties to such  
6 adjudication or that would substantially impair or impede the ability of such non-  
7 party Class Members to protect their interests.

8 45. The prosecution of individual actions by Class Members could  
9 establish inconsistent standards of conduct for Ensign.

10 46. Ensign has acted, or refused to act, in respects generally applicable to  
11 the Class as a whole, thereby making appropriate final and injunctive relief or  
12 corresponding declaratory relief with regard to members of the Class as a whole,  
13 as requested herein. Likewise, Ensign's conduct as described above is unlawful,  
14 continuing, and capable of repetition and will continue unless restrained and  
15 enjoined by the Court.

16  
17 **FIRST CAUSE OF ACTION**  
18 **(Unlawful Failure To Pay Overtime**  
19 **Compensation Against All Defendants)**

20 47. Plaintiff repeats and realleges each and every allegation set forth in  
21 all of the foregoing paragraphs as if fully set forth herein.

22 48. By its failure to pay overtime compensation as alleged above, Ensign  
23 has violated and continues to violate the provisions of Labor Code Sections 510  
24 and 1194, as well as Wage Order No. 4-2001, which require employers to pay  
25 overtime compensation to non-exempt employees.

26 49. By failing to keep adequate time records required by Labor Code  
27 Sections 226 and 1174, Ensign has made it difficult to calculate the overtime  
28 compensation due to Plaintiff and the Class Members.

1           50. As a result of Ensign's unlawful acts, Plaintiff and Class Members  
2 have been deprived of overtime compensation in amounts to be  
3 determined at trial, and are entitled to recovery of such amounts, plus interest  
4 thereon, attorneys' fees, and costs, under Labor Code Section 1194.

5           51. Accordingly, Plaintiff and the Class respectfully request that the  
6 Court award judgment and relief in their favor as described herein.  
7

8                                   **SECOND CAUSE OF ACTION**  
9                                   **(Unlawful Failure To Provide Legally Mandated**  
10                                   **Meal Periods Against All Defendants)**

11           52. Plaintiff repeats and realleges each and every allegation set forth in  
12 all of the foregoing paragraphs as if fully set forth herein.

13           53. At all relevant times, Labor Code Sections 226.7 and 512, and IWC  
14 Wage Order No. 4-2001, provided that employees must receive a first meal period  
15 of not less than 30 minutes before working more than 5 hours in workday, and a  
16 second meal period of not less than 30 minutes before working more than 10  
17 hours in a workday.

18           54. Plaintiff and Class Members were regularly compelled to work in  
19 excess of 5 and 10 hours per day without being afforded at least one-half hour  
20 meal periods in which they were relieved of all duties, as required by  
21 Sections 226.7 and 512 and the applicable Wage Order.

22           55. Because Ensign failed to afford full and uninterrupted off-duty meal  
23 periods, it is liable to Plaintiff and Class Members for one hour of additional pay  
24 at the regular rate of compensation for each workday that the full and  
25 uninterrupted off-duty meal periods were not provided, pursuant to Labor Code  
26 Section 226.7 and the applicable Wage Order, for the applicable liability period  
27 prior to the filing of this Complaint, up to and including the present.

28       ///

1           56. Accordingly, Plaintiff and the Class respectfully request that the  
2 Court award judgment and relief in their favor as described herein.  
3

4                                   **THIRD CAUSE OF ACTION**  
5                                   **(Unlawful Failure To Provide Legally Mandated**  
6                                   **Rest Breaks Against All Defendants)**

7           57. Plaintiff repeats and realleges each and every allegation set forth in  
8 all of the foregoing paragraphs as if fully set forth herein.

9           58. At all relevant times, Labor Code Section 226.7 and the applicable  
10 Wage Order provided that employees must be authorized and permitted to take  
11 rest periods of 10 consecutive minutes for each 4 hours worked (or major fraction  
12 thereof).

13           59. Plaintiff and the Class were regularly compelled to work over a four  
14 hour period (or major fraction thereof) without Ensign authorizing and permitting  
15 them to take a paid 10-minute rest period as required by Labor Code Section 226.7  
16 and the applicable Wage Order.

17           60. Because Ensign failed to authorize and permit uninterrupted off-duty  
18 rest periods, it is liable to Plaintiff and Class Members for one hour of additional  
19 pay at the regular rate of compensation for each workday that the full and  
20 uninterrupted off-duty rest periods were not provided, pursuant to Labor Code  
21 Section 226.7 and Wage Order No. 4-2001, for the applicable liability period prior  
22 to the filing of this Complaint, up to and including the present.

23                                   **FOURTH CAUSE OF ACTION**  
24                                   **(Failure To Furnish Accurate Itemized Wage**  
25                                   **Statements Against All Defendants)**

26           61. Plaintiff repeats and realleges each and every allegation set forth in  
27 all of the foregoing paragraphs as if fully set forth herein.

28           ///

///

1           62. California Labor Code Section 226(a) requires employers semi-  
2 monthly or at the time of each payment of wages to furnish each employee with a  
3 statement that accurately reflects the total number of hours worked. Labor Code  
4 Section 226(e) provides that if an employer knowingly and intentionally fails to  
5 provide a statement itemizing, *inter alia*, the total hours worked by the employee,  
6 then the employee is entitled to recover the greater of all actual damages or \$50  
7 for the initial violation and \$100 for each subsequent violation, up to \$4000.

8           63. Ensign knowingly and intentionally failed to furnish, and continues  
9 to knowingly and intentionally fail to furnish, Plaintiff and Class Members with  
10 timely, itemized statements that accurately reflect total number of hours worked as  
11 required by Labor Code Section 226(a). This failure has injured Plaintiff and the  
12 Class Members by misrepresenting and depriving them of hour, wage and  
13 earnings information they are entitled to, causing them not to be paid wages they  
14 are entitled to, causing them to rely on inaccurate earnings statements in dealings  
15 with third parties, eviscerating their right under Labor Code § 226(b) to review  
16 itemized wage statement information by inspecting the employer's underlying  
17 records and deceiving them regarding their entitlement to overtime and meal and  
18 rest period wages. As a result, Ensign is liable to (i) Plaintiff and the Class who  
19 suffered actual damages for the three-year period prior to the filing of the  
20 Complaint; and (ii) Plaintiff and the Class Members who did not suffer actual  
21 damages, or whose statutory penalties exceed actual damages, for the statutory  
22 penalties provided in Labor Code Section 226(e) for the one-year period prior to  
23 the filing of this Complaint, up to and including the present.

24           64. Accordingly, Plaintiff and the Class respectfully request that the  
25 Court award judgment and relief in their favor as described herein.

26       ///

27       ///

**FIFTH CAUSE OF ACTION**  
**(Violation Of Business & Professions Code Section 17200**  
**Against All Defendants)**

65. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

66. Ensign's acts constitute a continuing and ongoing unlawful activity prohibited by the UCL and justifies the issuance of an injunction, restitution, and other equitable relief pursuant to Business & Professions Code Section 17203.

67. Labor Code Section 90.5(a) articulates the public policy of this State to vigorously enforce minimum labor standards, including the requirements to pay overtime and benefits pursuant to Labor Code Sections 510, 515, 550-553, 1194, and 1198, to provide accurate itemized wage statements and keep payroll records pursuant to Labor Code Sections 226, 226.3, 1174, and 1174.5; and to provide adequate meal and rest periods pursuant to Labor Code Sections 226.7 and 512. Ensign's conduct of requiring Therapists to work an excessive amount of overtime hours without providing overtime compensation, without providing accurate itemized wages statements, and without providing adequate meal and rest periods directly violates state law, constitutes and was intended to constitute unfair competition and unlawful and unfair acts and practices within the meaning of the UCL.

68. Through the wrongful and unlawful acts, Ensign has acted contrary to the public policy of this State.

69. Ensign is engaging in unlawful business acts and practices by violating California law including, but not limited to, Labor Code Sections 201-203, 226, 226.7, 510, 512, 515, 550-553, 1174, 1174.5, 1194, and 1198, as well as the applicable Wage Order. Ensign also violated the FLSA which can be used as a predicate act for the UCL violation for the California Class Members.





1           74. Ensign willfully failed and refused, and continues to willfully fail and  
2 refuse, to timely pay compensation and wages, including unpaid overtime pay, to  
3 those Class Members whose employment terminated, as required by Labor Code  
4 Sections 201-202. As a result, Ensign is liable to Plaintiff and Class Members  
5 who are no longer employed by Ensign for waiting time penalties, together with  
6 interest thereon and attorneys' fees and costs, under California Labor Code  
7 Section 203.7.

8           75. Accordingly, Plaintiff and the Class Members who are no longer  
9 employed by Ensign respectfully request that the Court award judgment and relief  
10 in their favor as described herein.

11  
12                                   **SEVENTH CAUSE OF ACTION**

13                   **(Nationwide FLSA Overtime Violation Against All Defendants)**

14           76. Plaintiff repeats and realleges each and every allegation contained in  
15 the foregoing paragraphs as if fully set forth herein.

16           77. Ensign has been, and continues to be, an "employer" engaged in  
17 interstate "commerce" within the meaning of the FLSA. At all relevant times,  
18 Ensign has employed, and continues to employ, the FLSA Collective Plaintiffs as  
19 "employers" under the FLSA. Moreover, Ensign has gross operating revenues in  
20 excess of \$500,000 and is otherwise subject to the requirements of the FLSA.

21           78. Throughout, at least, the last three-years, Plaintiff and the other  
22 FLSA Collective Plaintiffs regularly worked in excess of forty (40) hours per  
23 workweek and continue to do so.

24           79. At all relevant times, Ensign operated under and continues to operate  
25 under a decision, policy and plan, and under common policies, programs,  
26 practices, procedures, protocols, routines and rules of willfully failing and refusing  
27 to pay the FLSA Collective Plaintiffs at time and one-half rates for work in excess  
28

1 of forty (40) hours per workweek, and willfully failing to keep records required by  
2 the FLSA even though the FLSA Collective Plaintiffs have been and are entitled  
3 to overtime wages.

4 80. At all relevant times, Ensign defendant willfully, regularly and  
5 repeatedly failed, and continues to fail to pay Plaintiff and other FLSA Collective  
6 Plaintiffs at the required overtime rates, for hours worked in excess of 40 hours  
7 per workweek.

8 81. At all relevant times, defendant willfully, regularly and repeatedly  
9 failed, and continues to fail to make, keep and preserve accurate records required  
10 by the FLSA with respect to the Plaintiff and the other FLSA Collective Plaintiffs,  
11 including records sufficient to accurately determine the wages and hours of  
12 employment.

13 82. Plaintiff and the FLSA Collective Plaintiffs seek damages in the  
14 amount of their respective unpaid overtime compensation, liquidated (double)  
15 damages as provided by the FLSA for overtime violations and/or prejudgment  
16 interest, attorneys' fees and costs, injunctive relief requiring Ensign to cease and  
17 desist from its overtime-pay violations of the FLSA and comply with the FLSA's  
18 overtime pay requirements, and such other legal and equitable relief as this Court  
19 deems just and proper.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff on behalf of herself and the Class Members she  
22 seeks to represent in this action request the following relief:

- 23 A. That the Court determine that Causes of Action One thru Six may be  
24 maintained as a California class action under FRCP Rule 23; and  
25 further determine that immediate certification to issue notice of the  
26 FLSA claims under the Seventh Cause of Action is appropriate under  
27 the FLSA, 29 U.S.C. § 216(b) for a nationwide class;  
28

- 1 B. That the Court find that Ensign has violated the overtime provisions  
2 of Labor Code Sections 510 and 1194, the FLSA, and Wage Order  
3 No. 4-2001 as to the Plaintiff and the Class;
- 4 C. That the Court find that Ensign has violated the record-keeping  
5 provisions of Labor Code Sections 226 and 1174(d) as to Plaintiff  
6 and the Class;
- 7 D. That the Court find that Ensign has violated California Labor Code  
8 Sections 226.7 and 512, and Wage Order No. 4-2001 by failing to  
9 afford Plaintiff and Class Members full and uninterrupted off-duty  
10 meal and rest periods or compensation in lieu thereof;
- 11 E. That the Court find that Ensign has violated California Labor Code  
12 Section 226 by failing to timely furnish Plaintiff and Class Members  
13 itemized statements accurately showing the total hours worked by  
14 each of them;
- 15 F. That the Court find that Ensign has violated Labor Code  
16 Sections 201, 202, and 203 for willful failure to pay all  
17 compensation owed at the time of termination of employment to  
18 Class Members;
- 19 G. That the Court find that Ensign has violated Business and  
20 Professions Code Section 17200 by failing to pay its Therapists  
21 overtime compensation, by failing to keep proper time records, by  
22 failing to afford Therapists full and uninterrupted off-duty meal  
23 periods, and by failing to timely furnish Therapists with statements  
24 accurately showing total hours worked;
- 25 I. That the Court find that Ensign's violations as described have been  
26 willful;

27 ///  
28

- 1 J. That the Court award to Plaintiff and the Class damages for the  
2 amount of unpaid overtime compensation, including interest thereon,  
3 damages for failure to timely furnish statements accurately showing  
4 total hours worked and penalties subject to proof at trial;  
5 K. That Ensign be ordered and enjoined to pay restitution to Plaintiff  
6 and the Class due to Ensign's unlawful and/or unfair activities,  
7 pursuant to Business and Professions Code Sections 17200-17205;  
8 L. That Ensign further be enjoined to cease and desist from unlawful  
9 and/or unfair activities in violation of Business and Professions Code  
10 Section 17200, pursuant to Section 17203;  
11 M. That Plaintiff and the Class be awarded reasonable attorneys' fees  
12 and costs pursuant to Labor Code Sections 218.5, 226, 1194, and  
13 26990, Civil Procedure Code Section 1021.5, FLSA, 29 U.S.C.  
14 § 216(b) and/or other applicable law;  
15 N. That Plaintiff and the FLSA Collective Plaintiffs be awarded  
16 damages, according to proof, including liquidated damages;  
17 O. Prejudgment and postjudgment interest, as provided by law; and  
18 P. That the Court award such other and further relief as this Court may  
19 deem appropriate.  
20

21 Dated: June 7, 2012

DESAI LAW FIRM P.C.

22 By: 

23 Aashish Y. Desai  
24 Attorneys for Plaintiff Judith  
25 Brubaker, on behalf of herself  
26 individually and on behalf of all  
27 others similarly situated  
28

**DEMAND FOR JURY TRIAL**

Plaintiff and the Class hereby demand a jury trial on all issues of fact or law so triable.

Dated: June 7, 2012

DESAI LAW FIRM, P.C.

By: 

Aashish Y. Desai  
Attorneys for Plaintiff Judith  
Brubaker, on behalf of herself  
individually and on behalf of all  
others similarly situated

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Jean P. Rosenbluth.

The case number on all documents filed with the Court should read as follows:

**SACV12- 929 JVS (JPRx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☒ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



Aashish Y. Desai, Esq. (SBN 187394)  
 DESAI LAW FIRM, P.C.  
 8001 Irvine Center Drive, Suite 1450  
 Irvine, California 92618  
 Tel: (949) 842-8948  
 Fax: (949) 271-4190

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

Judith Brubaker, an individual, on behalf of  
 themselves individually and on behalf of all others  
 similarly situated,

PLAINTIFF(S)

v.

The Ensign Group, Inc., a California corporation;  
 DOES 1 through 10, inclusive,

DEFENDANT(S).

CASE NUMBER

**SACV12-00929 JVS (JPRx)**

**SUMMONS**

TO: DEFENDANT(S):

A lawsuit has been filed against you.

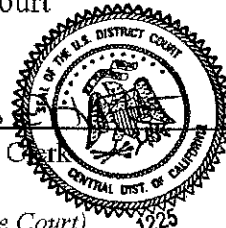
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Aashish Y. Desai, whose address is Desai Law Firm, P.C, 8001 Irvine Center Drive, Suite 1450, Irvine, CA 92618. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUN 11 2012

By: N. Bo  
 Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) Judith Brubaker, an individual, on behalf of themselves individually and on behalf of all others similarly situated,	<b>DEFENDANTS</b> The Ensign Group, Inc., a California corporation; DOES 1 through 10, inclusive,
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Desai Law Firm, P.C. - Aashish Y. Desai, Esq. (SBN 187394) 8001 Irvine Center Drive, Irvine, CA 92618 (949) 842-8948	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

  
**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding     ☐ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION** under F.R.C.P. 23: ☒ Yes     ☐ No     **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 FLSA, 29 U.S.C. § 216(b) (unpaid wages)
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: **SACV12-00929 JVS (JPRx)**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETVIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. **VENUE:** (When completing the following information, use an additional sheet if necessary.)(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved**X. **SIGNATURE OF ATTORNEY (OR PRO PER):** \_\_\_\_\_ **Date** June 8, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))